

# ELECTRONIC ARTS SOFTWARE END USER LICENSE AGREEMENT FOR ORIGIN™ APPLICATION AND RELATED SERVICES

This End User License Agreement (“License”) governs your access and use of the ORIGIN™ application and related updates, upgrades, and features (collectively “the Application”) offered by EA and its subsidiaries (collectively “EA”). This License is between you and the EA entity listed in Section 8 below.

BY INSTALLING THE APPLICATION, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL THE APPLICATION. FOR RESIDENTS OF CERTAIN COUNTRIES, YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 10 TO RESOLVE ANY DISPUTES WITH EA.

Sections 1.B and 2 below describe the data EA may collect, use, and store in the course of providing services and support to you in connection with the Application.

## 1. License Terms of Use.

### A. Grant, Reservation of Rights, and Restrictions.

The Application is licensed to you, not sold. EA grants you a personal, limited, non-transferable, revocable, and non-exclusive license to use the Application for your non-commercial use, subject to your compliance with this License. You may not access, copy, modify or distribute the Application, unless expressly authorized by EA or permitted by law. You may not reverse engineer or attempt to extract or otherwise use source code or other data from the Application, unless expressly authorized by EA or permitted by law. EA or its licensors own and reserve all other rights, including all right, title and interest in the Application and associated intellectual property rights. An EA Account is required to use the Application. EA Accounts are subject to the terms of EA’s User Agreement and Privacy & Cookie Policy, available at [www.ea.com](http://www.ea.com).

### B. License Validation.

The Application and an internet connection are required to validate the license for certain EA software and services. The Application can validate license rights for software and services accessed via the Application at any time. This means that to use the Application and certain software and services, you must leave the Application installed on your computer. You agree that the Application may use information regarding your computer, hardware, and operating system to create an anonymous machine identifier for purposes of validating your license rights and updating the Application. Information accessed for this purpose is not stored in retrievable form.

### C. Application Updates.

The Application may download and install updates, upgrades and additional features that EA deems reasonable, beneficial to you, and/or reasonably necessary. You agree that EA has no obligation to support previous version(s) of the Application upon the availability of the update, upgrade and/or

implementation of additional features. This License shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

#### **D. Installation and Un-installation.**

You can un-install the Application on PC by selecting the “Origin” files (“Application Files”) in the “Programs and Features” page in the Control Panel. Any empty cache folders that remain on your machine after you un-install the Application Files can be deleted manually.

You can un-install the Application on Mac by dragging the Mac Alpha Application to the Trash folder and emptying the trash folder. After un-install, the remaining bookkeeping files can be deleted manually, located at “/Library/Application Support/Origin,” and can be found through the file finder, by pressing Command+Shift+G to display the “Go To Folder” dialogue and typing “/Library.”

## **2. Consent To Use Data.**

When you use the Application, EA may collect and store data from your computer or device, including information about your computer or device and operating system (such as IP Address and Device ID), information about your EA software and service usage, gameplay and usage statistics, system interactions and peripheral hardware. If you use the Application offline, this data will be stored on your device and transmitted to EA when your device connects to the Internet. EA uses this information to improve its software and services, provide services to and communicate with you (including for marketing purposes), provide software updates, dynamically served content and software support, and trouble-shoot bugs or otherwise enhance your experience.

You can manage certain data collection preferences in the Settings tab of the Application. Your data is collected, used, stored and transmitted by EA Inc. in the United States, in accordance with EA’s Privacy and Cookie Policy (<http://www.ea.com/privacy-policy>).

## **3. Application Communications**

The Application includes social and other online features. Your use of these features requires an EA Account and is subject to EA’s User Agreement and Privacy & Cookie Policy, available at [www.ea.com](http://www.ea.com).

## **4. Third Party Sites and Services.**

The Application includes an embedded general purpose web browser for your use. The browser and any sites you visit may collect data or solicit personal information from you. EA does not control the browser or any sites you visit and is not responsible for their content or for their collection, use or disclosure of personal information. EA also does not guarantee that any previously-set browser settings or parental controls will apply to the browser accessed through the Application.

## **5. Auto-Update Feature.**

The Origin Service may download and install required updates, such as mandatory patches and unlockable game content, to the software you install and/or launch through the Application. If you prefer to be prompted before each update, you can turn this feature off by un-checking the box next to “Automatically keep my games up to date” in the Settings tab.

## 6. Termination.

This License is effective until terminated by you or EA. EA may terminate your access to and use of the Application if EA determines that you have violated this License or that there has been otherwise unlawful, improper or fraudulent use of the Application associated with your EA Account. When practical, EA will notify you of the termination. Upon termination, you agree to cease all use of the Application and destroy all copies of the Application in your possession or control.

EA may also terminate any EA Service, including the Origin Service and any others related to the Application, at any time by giving at least thirty days’ notice either via email (if available), within the affected EA Service, and/or on the service updates page of EA’s website (<http://www.ea.com/1/service-updates>).

Sections 2 and 6-10 of this License survive termination of this License.

## 7. Warranties; Limitation of Liability.

IF YOU LIVE IN THE EUROPEAN ECONOMIC AREA (EEA) OR SWITZERLAND, THE EA SOFTWARE AND SERVICES WILL BE PROVIDED WITH REASONABLE CARE AND SKILL AND NO OTHER PROMISES OR WARRANTIES ABOUT THE EA SOFTWARE AND SERVICES ARE MADE. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, EA SOFTWARE AND SERVICES ARE LICENSED AND PROVIDED “AS IS.” YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, EA GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE EA SOFTWARE OR EA SERVICE; THAT THE EA SOFTWARE OR EA SERVICE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE EA SOFTWARE OR EA SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT EA SOFTWARE OR EA SERVICE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE. EA DOES NOT WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED VIA THE ORIGIN STORE. SEE [HTTP://HELP.EA.COM/EN/ARTICLE/ELECTRONIC-ARTS-WARRANTY-POLICY/](http://help.ea.com/en/article/electronic-arts-warranty-policy/) FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS IN YOUR TERRITORY, AND [HTTP://HELP.EA.COM/AU/ARTICLE/ORIGIN-AU-RETURNS-AND-CANCELLATIONS/](http://help.ea.com/au/article/origin-au-returns-and-cancellations/) FOR RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS.

IF YOU LIVE IN THE EEA OR SWITZERLAND, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING FROM YOUR ACTIONS OR BREACH OF THIS AGREEMENT, OR WHICH ARISE AS A RESULT OF A THIRD PARTY’S (OR ANY OTHER) ACTS OR OMISSIONS BEYOND OUR CONTROL. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY EA’S BREACH OF THIS

AGREEMENT, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE OR A EA SOFTWARE OR EA SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE. IT ALSO APPLIES EVEN IF EA KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. YOU MAY RECOVER ONLY DIRECT DAMAGES IN ANY AMOUNT NO GREATER THAN WHAT YOU ACTUALLY PAID FOR THE APPLICABLE EA SOFTWARE OR EA SERVICE. EA DOES NOT LIMIT ITS LIABILITY FOR FRAUD, GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE EXCLUSIONS AND LIMITATIONS, SO SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

## 8. General Terms.

### A. Entire Agreement

This License, together with any other EA terms that govern your use of EA software or services, constitutes the entire agreement between you and EA. The License may not be amended or modified unless made in writing and signed by EA. The failure of EA to exercise any right under this Agreement shall not constitute a waiver of the right or any other right. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect.

### B. Governing Law

**If you live in the EEA, Brazil, Mexico or Russia,** (i) this License is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of your country of residence govern this License and your use of the Application; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License or the Application shall be the courts of your country of residence.

**If you live in the Republic of Korea,** (i) this License is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of Korea, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License or the Application shall be the courts of Korea.

**If you live in the United States, Canada or Japan,** (i) this License is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this License or the Application shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

**If you in live in any other country**, (i) this License is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this License or the Application shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute arising out of or relating to this Agreement.

### C. Export

You agree to follow U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, that is prohibited by such laws. You also acknowledge you are not a person with whom EA is prohibited from doing business under these export control laws.

## 9. Changes to this Agreement

EA may modify this License from time to time, so please review it frequently. For users of the Application who accepted a version of this License prior to modification, the revisions will become effective 30 days after posting on <http://www.ea.com/1/product-eulas>. Your continued use of the Application means you accept the changes. Once you accept a version of the License, we will not enforce future material changes without your express agreement to them. If you are asked to accept material changes to this License and you decline to do so, you may not be able to continue to use the Application provided.

## 10. Dispute Resolutions By Binding Arbitration.

**THIS SECTION APPLIES TO ALL CONSUMERS AND PEOPLE WHO ACCEPTED THE TERMS OF THIS LICENSE. IT EXCLUDES RESIDENTS OF QUEBEC, RUSSIA, SWITZERLAND, THE MEMBER STATES OF THE EEA, BRAZIL, MEXICO AND THE REPUBLIC OF KOREA. BY ACCEPTING THE TERMS OF THIS LICENSE, YOU AND EA EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

This Section offers a streamlined way to resolve disputes between us if they arise. Most of your concerns can be resolved quickly and satisfactorily by logging into the EA customer support interface with your Account at <http://help.ea.com>. If EA cannot **resolve your concern, you and EA agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.**

This Section is an agreement between you and EA, and applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This Section shall be interpreted broadly and shall survive termination of this Agreement.

## A. Claims Covered by Arbitration

All disputes, claims or controversies arising out of or relating to this Agreement, the Application and its marketing, any EA Service, or the relationship between you and EA (“Disputes”) shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement. The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, EA’s or EA’s licensors’ trade secrets or copyright, trademark or patent rights; (ii) if you reside in Australia, to enforce a statutory consumer right under Australia consumer law; and (iii) brought in small claims court.

## B. Informal Negotiations

You and EA shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other (“Notice of Dispute”). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. EA will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

## C. Binding Arbitration

If you and EA cannot resolve a Dispute informally, you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, EA will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

## D. Limitations

**YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The arbitrator shall not consolidate another person’s claims with your claims, and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If this specific subsection is found to be unenforceable, then the entirety of this agreement to arbitrate shall be null and void.

#### **E. Location**

If you live in the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

#### **F. Recovery**

If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before EA makes its final written submissions to the arbitrator, then EA will:

1. Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
2. Reimburse the arbitration fees that you paid to the AAA.

#### **G. Changes to this Arbitration Agreement**

EA will not enforce material changes to this agreement to arbitrate, unless you expressly agree to the changes.

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